

Exhibit 1

**DECLARATION UNDER PENALTY OF PERJURY  
PURSUANT TO 20 U.S.C. § 1746**

I, Jim Tardella, of legal age, married, resident of South Carolina, hereby state under penalty of perjury that:

1. I work as a Business Consulting Associate Director and Independent Verification and Validation Practice Lead in NTT DATA Services.

2. In my capacity as Business Consulting Associate Director and Independent Verification and Validation Practice Lead in NTT DATA Services, I have become personally familiar with the relationship between NTT DATA State Health Consulting, LLC. ("NTT DATA") and the Puerto Rico Department of Health ("DoH"), as well as with other facts set forth herein. I make the following statements based on my personal knowledge and on information available to me in my capacity as Business Consulting Associate Director and Independent Verification and Validation Practice Lead in NTT DATA Services, as well as based on records provided to me by NTT DATA that are maintained in the ordinary course of NTT DATA's business by those whose regular job function is to maintain such records. If called upon to testify, I could and would testify competently to the information set forth below.

3. On November 30, 2018, the DoH and Cognasante Consulting, LLC (NTT DATA's corporate predecessor) executed the Professional Services Contract concerning certain independent verification and validation ("IV & V") activities services required by the DoH in connection with the Puerto Rico Eligibility and Enrollment ("PREE") project for the Government of Puerto Rico submitted to the Centers for Medicare and Medicaid Services ("CMS").

4. As part of their agreement, NTT DATA and the DoH established a series of deliverables *to define the payment schedule*. The list of deliverables was related to the timing of the payments and was not intended as a limit to the works to be performed.



5. On March 2020, the DoH requested NTT DATA to stop working on the Certification Checklist Deliverable. The DoH did not terminate the Professional Services Contract under the Resolution and Termination clause of the agreement, nor did it request to amend it to delete the Certification Checklist Deliverable. Rather, the DoH and NTT DATA agreed to repurpose the last deliverable to have NTT DATA translate the training materials of the PREE from English to Spanish language.

6. The translation services were performed under Section 1 of the Professional Services Contract, which specifically provided for IV & V Findings and Recommendations and IV & V Support to other PRDOH Initiatives.

7. The Puerto Rico Medicaid Director, Luz E. Cruz Romero, specifically approved the repurposing of the deliverable to include the works performed to date on the Certification Checklist Deliverable and the Spanish translations, as shown by the communications between myself and Mrs. Cruz Romero, true and exact copies of which are attached to NTT DATA's Reply as **Exhibits 3 and 4**.

8. NTT DATA completed the IV & V Support for Spanish Translations related tasks, and the translated materials were received and approved by the Puerto Rico Medicare Program Subject Matter Expert's Review Committee on August 25, 2020, as shown by the document identified as IV & V Monthly Assessment Report: Report Ending September 30, 2020, an exact and true copy of which is attached to NTT DATA's Reply as **Exhibit 5**.

9. On or about October 19, 2020, NTT DATA submitted certified invoice # 9000879701 certifying the services performed through September 2020 for the "Repurposed Deliverable per Approval from Luz Cruz Romero" (the "Original Invoice") in the amount of \$554,867.00.



10. The 50-day period which the DoH had to pay NTT DATA's Original Invoice coincided with the election of a new Governor for Puerto Rico, who appointed new cabinet members and senior management for the DoH.

11. In February 2021, NTT DATA started conversations with the new DoH cabinet members and senior management to obtain payment. After multiple communications, the DoH made it clear that it was only willing to pay for the tasks performed under the Certification Checklists Deliverable, not for the tasks performed under the IV & V Support for Spanish Translations project.

12. Given NTT DATA's interest in receiving at least a partial payment on the tasks performed, it agreed to submit an amended invoice *limited to the tasks performed under the Certification Checklists Deliverable* at the time in which it was cancelled.

13. On June 11, 2021, NTT DATA submitted amended certified invoice # 9000879701 certifying the services performed under the Certification Checklists Deliverable as of September 2020 (the "Amended Invoice") in the amount of \$443,893.60. The Amended Invoice indicated it was a "[R]e-submitted Deliverable per Agreement with the PRDoH".

14. The services performed by NTT DATA in connection to the *Professional Services Contract* – both the translation services and the completed tasks under the Certification Checklists Deliverable – were all provided to in order for the DoH to complete and implement its PREE system as per the CMS guidelines.

I declare under penalty that the foregoing is true and correct to the best of my knowledge and belief.

Executed in Hilton Head Island, South Carolina this 20 day of June, 2022.



Jim Tardella

Business Consulting Associate Director &  
Independent Verification and Validation Practice  
Lead  
NTT DATA Services